City Ry. Co. v. Mumford, 97 Ill. 560; *Galveston, H. & S. F. Ry. Co. v. Smith,* 59 Texas 406. And one so alighting from a moving train may recover for an accident to which his act does not contribute. *Van Ostrom v. N. Y. Cent. & H. R. R.R. Co.,* 35 Hun. 590. A passenger alighting from a moving train at direction of brakeman is not as matter of law guilty of contributory negligence where there was no obvious danger. *Jones v. B. & O. R. Co.,* 21 D. C. 346; *Delaware & H. Canal Co. v. Webster,* 6 Atl. 841. But if conductor ordered a passenger to leave train while in motion the company would be liable even though the passenger was guilty of negligence. *R. R. Co. v. Singleton,* 66 Ga. 252.

COMMERCE—INTERSTATE COMMERCE—INTOXICATING LIQUORS.—EX PARTE MASSEY, 92 S. W. 1086 (TEXAS).—*Held,* that a statute making it a misdemeanor "to solicit an order for the sale" of intoxicating liquors within local option districts is a violation of the interstate commerce clause of the Federal Constitution.

When liquor is sold as an import from another state and Congress has clearly the power to regulate, yet as Congress has made no regulation on the subject, the traffic may be lawfully regulated by state as soon as it is landed in its territory. *License Cases,* 5 How. 504 and 586 (N. H., R. I., Mass.). This case was overruled by *Leisy v. Hardin,* 135 U. S. 100. Whenever the law of a state amounts essentially to a regulation of commerce among the states, as it does when it inhibits directly or indirectly the receipt of a commodity before it has ceased to become an article of trade between one state and another, it comes in conflict with the interstate commerce clause of the Constitution and is void. *Leisy v. Hardin, supra.* The right to regulate the sale of a commodity after it has been brought into the state does not carry with it the power to prevent its introduction by transportation from another state. *Bowman v. Chicago, etc.. Ry. Co.,* 125 U. S. 465, 500 (Ia.). The sale of intoxicating liquors is a legitimate subject of trade and interstate commerce, and is subject, as such, to no restrictions unless the same can be justified under the police power of the state. *McCulloch v. Brown,* 23 L. R. A. 410. Under prosecution under final statute for soliciting sale of liquors *held,* intoxicating liquors are a legitimate subject of commerce and burdens thereon cannot be justified under the police power of the state. *Ex parte Loeb,* 72 Fed. 657 (S. C.). In New Hampshire a similar statute was declared void as being a regulation of interstate commerce without the consent of Congress. *Durkee v. Moses,* 23 Atl. 793 (N. H.).

COMMON CARRIER—LIABILITY OF OWNER OF PASSENGER ELEVATOR.—EDWARDS V. MANUFACTURER'S BUILDING CO., 61 ATL. REP. 446 (R. I.).—*Held,* that a landlord who maintains an elevator in his private building for the use of tenants and their employees and customers is not a common carrier, and hence is not bound to the same degree of care required of a common carrier, but only to exercise reasonable care for the safety of persons using the elevator, thus following the doctrine as laid down by the New York courts. *Griffin v. Manice,* 59 N. E. Rep. 925.

CONSTITUTIONAL LAW—IMPAIRMENT OF OBLIGATION OF CONTRACT.—KNOXVILLE WATER COMPANY V. MAYER OF CITY OF KNOXVILLE, 26 SUPREME COURT REP. 224.—*Held,* that an agreement by a municipality to give a water company an exclusive franchise of thirty years, as against any other person

or corporation, is not impaired by the establishment by the municipality of its own independent system of water-works under subsequent legislative authority.

CONSTITUTIONAL LAW—LABOR LAWS—POLICE POWER—FREEDOM OF CONTRACT—PEOPLE V. WILLIAMS, 100 NEW YORK SUPPLEMENT, 327.—*Held,* that a statute prohibiting any female from being employed, permitted or suffered to work in any factory in the state, before six o'clock in the morning or after nine o'clock in the evening of any day, etc., was not a valid exercise of police power in the interest of the health of female employees and the public welfare, but was an unconstitutional infringement on the female's liberty to contract for her own labor guaranteed by statute.

This point, with regard to the hours within which a female may work, seems never to have arisen in this country, the general rule being, however, that legislation in regard to the number of hours during which women or children may work is a valid exercise of police power. *Commonwealth v. Hamilton Manufacturing Co.,* 120 Mass. 383. Approved in *Holden v. Hardy,* 169 U. S. 366. It is said that the restrictions upon the employment of women in underground or night work are generally accepted as sanitary regulations in the interest of morals and decency. *Freund's Police Power,* 121.

The police power of a state, however, is not subject to any definite limitation but is co-extensive with the necessities of the case and the safeguard of the public interests. *Camfield v. U. S.* 167 U. S. 518. See Comment, *supra.*

CONTRACTS—RESCISSION—WAIVER OF GROUND.—ST. REGIS PAPER CO. V. SANTA CLARA LUMBER CO., 78 N. E. 701. A contract by defendant to deliver pulp-wood to a paper company bound the company to make advances to defendant during the progress of the work of cutting and hauling the wood not exceeding its cost. Defendant notified the company of its intention to rescind the contract unless the requests for advances were complied with, but continued to take the money, less that the cost of the wood by one-third, which the company thereafter advanced.—*Held,* that the receipt of the money operated to abrogate defendant's right to rescind. Gray, J., *dissenting.*

While a party to a valid contract cannot rescind at pleasure, *Bowman v. Ayers,* 2 Idaho 465, nevertheless, a party has the right to rescind a contract entirely where there has been a material breach by the other party to the contract. *Pollock on Contracts,* Third Edition, page 334; *Allen v. Webb,* 24 N. H. 278. A party who is entitled to repudiate a contract, and who wishes to rescind it, must do so distinctly and unequivocally. He cannot treat the contract as binding and rescinded at the same time. *Weeks v. Robie,* 42 N. H. 316. If he negotiates with the party, after knowledge of the breach, and permits him to proceed in the work, it is a waiver of his right to rescind the contract. *Lawrence v. Dale,* 3 Johns. Ch. 23.

CONVEYANCING—CONSTRUCTION OF DEED OF MINERALS.—GRIFFIN V. FAIRMONT COAL CO., 53 S. E. REP. 24 (W. VIRGINIA).—*Held,* that a deed conveying the coal under a tract of land, together with the right to enter upon and under the land to mine the coal, does not contain any implied reservation that sufficient coal must be left to support the surface but that the grantee is entitled to take away all of the coal and allow the surface to collapse. Paf-